



1 collection practices by many debt collectors.” 15 U.S.C. §1692(a). At that time, Congress  
2 was concerned that “abusive debt collection practices contribute to the number of personal  
3 bankruptcies, to material instability, to the loss of jobs, and to invasions of individual  
4 privacy.” *Id.* Congress concluded that “existing laws...[we]re inadequate to protect  
5 consumers,” and that ““the effective collection of debts’ does not require ‘misrepresentation  
6 or other abusive debt collection practices.’” 15 U.S.C. §§ 1692(b) & (c).

8 2. Congress explained that the purpose of the Act was not only to eliminate abusive  
9 debt collection practices, but also to “insure that those debt collectors who refrain from using  
10 abusive debt collection practices are not competitively disadvantaged.” *Id.* § 1692(e). “After  
11 determining that the existing consumer protection laws were inadequate.” *Id.* § 1692(b),  
12 Congress gave consumers a private cause of action against debt collectors who fail to comply  
13 with the Act. *Id.* § 1692k.

### 15 **JURISDICTION AND VENUE**

16 3. The Court has jurisdiction over this class action pursuant to 15 U.S.C. § 1692 et.  
17 seq. and 28 U.S.C. § 2201. The Court has pendent jurisdiction over the State law claims in  
18 this action pursuant to 28 U.S.C. § 1367(a).

20 4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) as this  
21 is where the Plaintiff resides as well as where a substantial part of the events or omissions  
22 giving rise to this claim occurred.

### 24 **NATURE OF THE ACTION**

25 5. Plaintiff brings this class action on behalf of a class of Arizona consumers under  
26 §1692 et seq. of Title 15 of the United States Code, commonly referred to as the Fair Debt  
27 Collections Practices Act (“FDCPA”), and  
28

6. Plaintiff is seeking damages and declaratory relief.

## PARTIES

9. Upon information and belief, Defendant Afni is a company that uses the mail, telephone, and facsimile and regularly engages in business the principal purpose of which is to attempt to collect debts alleged to be due another.

## CLASS ALLEGATIONS

12. The Class consists of:

1 c. that uses a contradictory and deceptive term of “settled in full”;

2 d. which letter was sent on or after a date one (1) year prior to the filing of this  
3 action and on or before a date twenty-one (21) days after the filing of this  
4 action.

5 13. The identities of all class members are readily ascertainable from the records of  
6 Defendants and those companies and entities on whose behalf they attempt to collect and/or  
7 have purchased debts.  
8

9 14. Excluded from the Plaintiff Class are the Defendants and all officer, members,  
10 partners, managers, directors and employees of the Defendants and their respective  
11 immediate families, and legal counsel for all parties to this action, and all members of their  
12 immediate families.  
13

14 15. There are questions of law and fact common to the Plaintiff Class, which common  
15 issues predominate over any issues involving only individual class members. The principal  
16 issue is whether the Defendants' written communications to consumers, in the forms attached  
17 as Exhibit A, violate 15 U.S.C. §§ 1692e.  
18

19 16. The Plaintiff's claims are typical of the class members, as all are based upon the  
20 same facts and legal theories. The Plaintiff will fairly and adequately protect the interests of  
21 the Plaintiff Class defined in this complaint. The Plaintiff has retained counsel with  
22 experience in handling consumer lawsuits, complex legal issues, and class actions, and  
23 neither the Plaintiff nor his attorneys have any interests, which might cause them not to  
24 vigorously pursue this action.  
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1           17. This action has been brought, and may properly be maintained, as a class action  
2 pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is  
3 a well-defined community interest in the litigation:

- 4           a. **Numerosity:** The Plaintiff is informed and believes, and on that basis alleges,  
5 that the Plaintiff Class defined above is so numerous that joinder of all  
6 members would be impractical.
- 7           b. **Common Questions Predominate:** Common questions of law and fact exist  
8 as to all members of the Plaintiff Class and those questions predominance  
9 over any questions or issues involving only individual class members. The  
10 principal issue is whether the Defendants' written communications to  
11 consumers, in the forms attached as Exhibit A violate 15 USC §1692e.
- 12           c. **Typicality:** The Plaintiff's claims are typical of the claims of the class  
13 members. The Plaintiffs and all members of the Plaintiff Class have claims  
14 arising out of the Defendants' common uniform course of conduct complained  
15 of herein.
- 16           d. **Adequacy:** The Plaintiff will fairly and adequately protect the interests of the  
17 class members insofar as Plaintiff have no interests that are adverse to the  
18 absent class members. The Plaintiff is committed to vigorously litigating this  
19 matter. Plaintiff has also retained counsel experienced in handling consumer  
20 lawsuits, complex legal issues, and class actions. Neither the Plaintiff nor his  
21 counsel have any interests which might cause them not to vigorously pursue  
22 the instant class action lawsuit.
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1 e. **Superiority:** A class action is superior to the other available means for the  
2 fair and efficient adjudication of this controversy because individual joinder of  
3 all members would be impracticable. Class action treatment will permit a  
4 large number of similarly situated persons to prosecute their common claims  
5 in a single forum efficiently and without unnecessary duplication of effort and  
6 expense that individual actions would engender.  
7

8 18. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil  
9 Procedure is also appropriate in that the questions of law and fact common to members of the  
10 Plaintiff Class predominate over any questions affecting an individual member, and a class  
11 action is superior to other available methods for the fair and efficient adjudication of the  
12 controversy.  
13

14 19. Depending on the outcome of further investigation and discovery, Plaintiff may,  
15 at the time of class certification motion, seek to certify a class(es) only as to particular issues  
16 pursuant to Fed. R. Civ. P. 23(c)(4).  
17

### 18 **FACTUAL ALLEGATIONS**

19  
20 20. Plaintiff repeats, reiterates and incorporates the allegations contained in  
21 paragraphs numbered above herein with the same force and effect as if the same were set  
22 forth at length herein.  
23

24 21. Some time prior to February 12, 2019, an obligation was allegedly incurred to  
25 CenturyLink by the Plaintiff.  
26  
27  
28

1           22.     The Centurylink obligation arose out of transactions in which money, property,  
2 insurance or services which are the subject of the transactions were primarily for personal,  
3 family or household purposes.

4           23.     The alleged Centurylink obligation is a “debt” as defined by 15 U.S.C. §1692a(5).

5           24.     Centurylink is a “creditor” as defined by 15 U.S.C. §1692a(4).

6           25.     Defendant Afni, a debt collector, was contracted by CenturyLink to collect the  
7 alleged debt.  
8

9           26.     Defendants collect and attempt to collect debts incurred or alleged to have been  
10 incurred for personal, family or household purposes on behalf of creditors using the United  
11 States Postal Services, telephone and internet.  
12

13  
14                     *Violation I – February 12, 2019 Collection Letter*

15           27.     On or about February 12, 2019, Defendant Afni sent Plaintiff a collection letter  
16 (the “Letter”) regarding the alleged debt currently owed to Defendant Centurylink. **See**  
17 **Exhibit A.**  
18

19           28.     The letter states: “We are making another attempt to contact you regarding your  
20 overdue account. In an effort to resolve this matter we will accept \$95.92, 60% of the current  
21 balance. Once you pay this **discounted amount**, your account will be closed and marked  
22 **settled in full** with Afni, Inc. and Centurylink.” (emphasis added)  
23

24           29.     By describing the effect of a discounted payment as “settled in full,” the letter  
25 falsely and deceptively states two contradictory terms, one of which is false. Either (1) the  
26 account is paid in full, or (2) the account was settled for a discount at less than full.  
27  
28

30. By using both the term “settled,” which means payment less than full and the term “in full,” which means paid in full, the letter is contradictory and materially misleading to the consumer who would be unable to ascertain the true effects of making the payment requested in the letter.

31. These contradictory terms can cause improper credit reporting as it is unclear if the account will be reported as settled, or paid in full.

32. Under the FDCPA, a collection letter is materially misleading if it is open to more than one interpretation, one of which is false.

33. Plaintiff sustained an informational injury as he was unable to ascertain whether acceptance of the settlement amount would actually satisfy his account.

34. As a result of Defendant's deceptive, misleading and unfair debt collection practices, Plaintiff has been damaged.

**COUNT I**  
**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**  
**15 U.S.C. § 1692e *et seq.***

35. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully state herein with the same force and effect as if the same were set forth at length herein.

36. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692e.

37. Pursuant to 15 U.S.C. § 1692e, a debt collector may not use any false, deceptive or misleading representation or means in connection with the collection of any debt.

38. Defendant violated said section



- a. by omitting material information creating a false and misleading representation of the status of the debt in violation of §1692e(10); and
- b. by falsely representing the character, amount or legal status of the debt in violation of §1692e(2)(A);

39. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692e *et seq.* of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

#### **DEMAND FOR TRIAL BY JURY**

40. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Roderik Cosio, individually and on behalf of all others similarly situated, demands judgment from Defendant Afni as follows:

- a. Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative, and Raphael Deutsch, Esq. as Class Counsel;
- b. Awarding Plaintiff and the Class statutory damages;
- c. Awarding Plaintiff and the Class actual damages;
- d. Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses;
- e. Awarding pre-judgment interest and post-judgment interest; and

